



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, MNDC, OLC, AS, SS

Introduction

Pursuant to section 58 of the *Residential Tenancy Act* ("Act"), I was designated to hear this matter. This hearing dealt with the tenants' application for:

- cancellation of the landlord's 1 Month Notice to End Tenancy for Cause, dated March 3, 2015 ("1 Month Notice"), pursuant to section 47;
- a monetary order for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement, pursuant to section 67;
- an order requiring the landlord to comply with the *Act*, regulation or tenancy agreement, pursuant to section 62;
- an order allowing the tenant to assign or sublet because the landlord's permission has been unreasonably withheld, pursuant to section 65; and
- authorization to serve documents or evidence in a different way than required by the *Act*, pursuant to section 71.

While the respondent landlord attended the hearing by way of conference call, the applicant tenants did not, although I waited until 11:16 a.m. in order to enable the tenants to connect with this teleconference hearing scheduled for 11:00 a.m.

Rule 10.1 of the Rules of Procedure provides as follows:

10.1 Commencement of the dispute resolution proceeding: The dispute resolution proceeding must commence at the scheduled time unless otherwise decided by the Arbitrator. The Arbitrator may conduct the dispute resolution proceeding in the absence of a party and may make a decision or dismiss the application, with or without leave to re-apply.

In the absence of the tenants' participation in this hearing, I order the tenants' application dismissed without liberty to reapply.

During the hearing, the landlord testified that he was advised when he attended at the Residential Tenancy Branch ("RTB") prior to this hearing, that he was using an outdated 1 Month Notice from 1998. The 1 Month Notice refers to ending a tenancy based on a provision in the *Act* which is no longer in force. The landlord agreed that his 1 Month Notice was cancelled and that he was not pursuing an order of possession based on this 1 Month Notice. During the hearing, I advised the landlord that his 1 Month Notice was cancelled and of no force or effect and that this tenancy is continuing until it is ended in accordance with the *Act*.

The landlord indicated that he was given a current 1 Month Notice form when he attended at the RTB, which he said he served upon the tenants. The landlord indicated that he filed an application to obtain an order of possession based on this new notice and that his hearing was scheduled for May 15, 2015.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: May 08, 2015

Residential Tenancy Branch

